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Solicitation Contact Person:

Jamey Schultz
 Contracts and Purchasing Section
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

Telephone: (602) 417-4629
 Telefax: (602) 417-5957
 E-Mail: Jamey.Schultz@azahcccs.gov
 Issue Date: October 23, 2007

LOCATION: **ARIZONA HEALTH CARE COST CONTAINMENT SYSTEM ADMINISTRATION (AHCCCS)**
 Contracts and Purchasing Section (First Floor)
 701 E. Jefferson, MD5700
 Phoenix, Arizona 85034

DESCRIPTION: ALTCS MEMBER SATISFACTION SURVEY INSTRUMENTS

PROPOSAL DUE DATE: December 6, 2007 AT 3:00 P.M., M.S.T.

Pre-Proposal Conference: A Pre-Proposal Conference has not been scheduled.

**QUESTIONS CONCERNING THIS SOLICITATION SHALL BE
 SUBMITTED TO THE SOLICITATION CONTACT PERSON NAMED
 ABOVE, VIA E-MAIL BY NOVEMBER 20, 2007, 5:00 P.M., M.S.T., AT
 THE LATEST.**

In accordance with A.R.S. § 41-2534, which is incorporated herein by reference, competitive sealed proposals will be received at the above specified location, until the time and date cited. Proposals received by the correct time and date will be opened and the name of each offeror will be publicly read.


Proposals must be in the actual possession of AHCCCS on or prior to the time and date and at the location indicated above

Late proposals shall not be considered.


Proposals must be submitted in a sealed envelope or package with the Solicitation Number and the offeror's name and address clearly indicated on the envelope or package. All proposals must be typewritten. Additional instructions for preparing a proposal are included in this solicitation document.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the person named above. Requests should be made as early as possible to allow time to arrange the accommodation.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

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OFFER

The undersigned Offeror hereby agrees to provide all services in accordance with the terms and requirements stated herein, including all exhibits, amendments, and final proposal revisions (if any). Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No.:

Phone: _____

E-Mail Address: _____

Fax: _____

Signature of Person Authorized to Sign Offer

Printed Name

City

State

Zip

Title

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 99-4 or A.R.S. §§ 41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___ is/ ___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER (to be completed by AHCCCS)


Your offer, including all exhibits, amendments and final proposal revisions (if any), contained herein, is accepted.

The Contractor is now bound to provide all services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by AHCCCS.

This contract shall henceforth be referred to as Contract No. _____.

Awarded this _____ day of _____ 20 _____

Michael Veit, as AHCCCS Contracting Officer and not personally

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1.0 **INTRODUCTION**

During 2008, the Arizona Health Care Cost Containment System Administration (AHCCCSA) plans to conduct a member satisfaction survey of individuals who are enrolled in the Arizona Long Term Care System (ALTCS) program for the elderly and physically disabled (EPD). The first phase of this member satisfaction survey project is the development of the actual survey instruments. As such, AHCCCSA is seeking to competitively procure Contractor consulting services for the development of ALTCS member satisfaction survey instruments for this project. Contracted consulting services include (a) researching survey tools used in other publicly-funded long term care programs across the nation, (b) designing three different survey instruments targeted at different ALTCS groups (home and community based services [HCBS] in-home), (c) alternative residential settings and nursing facilities), (d) testing the instruments for reliability and (e) producing an instruction (protocol) document for administering the survey instruments. Subsequent to the completion of the survey instrument, AHCCCSA will enter into a separate contract with an organization to conduct the actual survey and analyze the results.

2.0 **BACKGROUND**

AHCCCSA is the single state agency charged with the responsibility of administering the Arizona Medicaid program. The State's Medicaid program operates under a federal Title XIX Section 1115 research and demonstration waiver, delivering a wide array of health care services to enrolled members through prepaid capitated health plans and program contractors. Arizona's Medicaid program operates two distinct programs: 1) the AHCCCS acute program, which provides acute health care and behavioral health care services to Medicaid and SCHIP eligible recipients and 2) the AHCCCS ALTCS program, which provides acute health care, behavioral health care and long term care services to Medicaid recipients who are at immediate risk of institutionalization. An overview of Arizona's Medicaid program can be found in the *2005 AHCCCS Overview* that is on the AHCCCS web site <http://www.ahcccs.state.az.us/publications/overview/2005/contents.asp>. In addition, Attachment A contains definitions of terms used in this solicitation document.


2.1 **ALTCS Program**

AHCCCSA's ALTCS program goal is to: *"continuously improve ALTCS' efficiency and effectiveness and support member choice in the delivery of the highest quality long term care to our customers."* The Administration supports an ALTCS program that promotes the values of choice, dignity, independence, individuality, privacy, and self-determination.

To be eligible for Arizona's ALTCS program, individuals must meet both financial and medical criteria. This includes individuals who have:

2.1.1 An income that is at or below 300% of the Federal Benefit Rate (FBR);¹

¹ The FBR is used by the Social Security Administration to determine eligibility for Supplemental Security Income. Effective April 1, 2007, 300% of the FBR is a monthly income of \$1,869 for an individual.

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- 2.1.2 No more than \$2,000 in resources;
- 2.1.3 US citizenship or qualified immigrant status;
- 2.1.4 Arizona residency; and
- 2.1.5 A determination based on the results of a medical assessment tool to be at immediate risk of institutionalization in either a nursing facility or an ICF/MR.²

The ALTCS program utilizes a managed care service delivery model in which the majority of ALTCS eligible members are enrolled in managed care plans (referred to as program contractors) for ALTCS members that are responsible for coordinating and managing all aspects of the member's health care needs. The Arizona Department of Economic Security (DES), Division of Developmental Disabilities (DDD), serves as the program contractor for individuals with development disabilities who are ALTCS members. Members who are elderly or who have a physical disability are enrolled with one of eight ALTCS-EPD program contractors who are specifically contracted to provide services to this population.³ It is this latter population group (i.e., ALTCS-EPD) that is the focus of this member satisfaction survey.

The ALTCS-EPD program contractors assign each enrolled member to a case manager who works with the member and family to identify, plan, obtain, coordinate and monitor the member's health care needs. ALTCS-EPD members are eligible to receive a wide array of medically necessary services including: acute medical, nursing facility, alternative residential settings (e.g., assisted living centers, adult foster care, behavioral health facility), in-home support services (e.g., homemaker, personal care, attendant care, adult day health, home delivered meals), and behavioral health (e.g., counseling, living skills training, crisis intervention).

Additional information on the ALTCS program can be found in the AHCCCS Medical Policy Manual for more detailed description of services provided to ALTCS members. See Chapter 1200 for a description of covered long term care services, Chapter 1600 for ALTCS case management services, and Appendix G for covered behavioral health services. Also refer to Arizona Revised Statutes (A.R.S.) Title 36, Chapter 29, Article 2 and Arizona Administrative Code (A.A.C.) Title 9, Chapter 28 for general ALTCS program requirements.


2.2 ALTCS-EPD Current Demographics

As of June 1, 2007 there were 22,831 individuals enrolled with an ALTCS –EPD program contractor. Of these enrollees:

- 2.2.1 97% were adults, with the remaining individuals under the age of 21 years

² If during redetermination, an ALTCS-EPD member fails to be at "immediate risk of institutionalization" the member is transferred to the ALTCS Transitional program. The only difference in this program, which operates as a subcomponent of ALTCS is that institutional services are limited to 90 days per admission.

³ ALTCS eligibles who are American Indians may opt to enroll with American Indian Contractors or Native American Community Health Care. Currently, this group represents approximately five percent of the ALTCS population.

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2.2.2 36% reside in a nursing facility; 18% reside in an alternative residential setting and 46% reside at home.

2.3 ALTCS Member Satisfaction Surveys

Since its inception in the late 80s, AHCCCSA has only conducted a limited number of ALTCS member satisfaction surveys. The last survey conducted was in 2000, and was restricted to ALTCS adult members residing in a nursing facility or home and community-based (HCB) setting in Maricopa County. The purpose of the survey was to assess consumer satisfaction with case management, doctors and services under ALTCS, in both HCB settings and nursing facilities before and after they had the opportunities to change ALTCS program contractors. The survey was conducted by telephone with extensive use of proxies (76%) due to the inability of the members to speak for themselves because of cognitive impairment. A description of this survey project including a copy of the survey instrument and survey results can be found at <http://www.ahcccs.state.az.us/Publications/Reports/ALTCSurveyProject/index.asp>

3.0 DESCRIPTION OF OVERALL SURVEY PROJECT


While this RFP is only soliciting consulting services for the first phase of the ALTCS member satisfaction survey project, a general overview of the entire survey project is provided below.

3.1 Project Goals

AHCCCSA's overall goals for this survey project are to gather objective and statistically valid information from ALTCS participants that will allow AHCCCSA to:

- 3.1.1 Determine ALTCS-EPD participants':
 - 3.1.1.1 Satisfaction with the ALTCS program including their Program Contractor, and primary care, long term care and behavioral health services providers
 - 3.1.1.2 Perception of their health status and quality of life
 - 3.1.1.3 Experience with provider accessibility and perception of service gaps
- 3.1.2 Compare survey results among Program Contractors and between the targeted consumer groups (i.e., nursing facility, alternative residential settings, and HCBS in-home) as well as compare these survey results to those applicable 2000/2001 survey results and to any other appropriate national benchmarks.
- 3.1.3 Identify the strengths and/or opportunities for improvement in the ALTCS-EPD program.

3.2 Target Population

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The target population for the member satisfaction survey will be current ALTCS members who are aged or physically disabled (EPD) and who have been enrolled with an ALTCS-EPD program contractor for at least one year with no more than one month (i.e., 30 days) gap in enrollment. The survey population will include ALTCS-EPD children and adults as well as those in the ALTCS transitional program. ALTCS members, who are enrolled with Tribal program contractors or with DES-DDD, will not be included in this study. AHCCCSA is interested in tailoring the survey around three main population groups. These groups are based on place of residence and include members who are: 1) residing in a nursing facility 2) residing in an alternative residential setting, and 3) receiving HCB services in their home.

3.3 Survey Methodology and Survey Instrument

The vendor selected for the second phase of this project (i.e., data collection and analyses) will develop a sampling plan that will provide results at a reasonable confidence interval for each Program Contractor as well as statewide for each of the three targeted population groups. The vendor will also determine the need for over sampling in order to account for mortality and non-response of selected members. Any offeror responding to this RFP is not prohibited from responding to the RFP for the second phase of this ALTCS survey project.


The survey instrument will be administered to members by an independent survey organization either via the telephone or through face-to-face interviews. Based on experience with previous surveys that AHCCCSA has administered, AHCCCSA's goal is for the survey interviews are expected to take no more than 20 minutes to complete. At a minimum the survey instrument will be conducted in English and Spanish. AHCCCSA, as in its earlier survey, will use proxy interviews where participants are not able to complete survey or the member is a child or adolescent under the age of 18 years.

It is AHCCCSA's intent to gather information from consumers in three key domains:

- 3.1 Member satisfaction with the Program Contractor, ALTCS case manager, primary doctor and caregivers (vary by setting)
- 3.2 Perception of health status in terms of improvement, needs met and safety.
- 3.3 Provider network as it relates to choices, location and competencies (specialize in various types of conditions, culture).

Attachment B provides more specific examples of the type of information within each of these domains that AHCCCSA wants to elicit from ALTCS members. While the basic type of information collected will be the same across the three targeted population groups, the questions will need to be tailored to appropriately address the population being surveyed, e.g., nursing facility population, as well as the use of proxies. The AHCCCS PMMIS and ACE systems will provide AHCCCSA with basic demographic information about each member surveyed. However, additional demographics may be collected via the survey instrument if it is deemed that the information would add significantly to the analysis (e.g., improve quality of member ethnicity data).

4.0 CONTRACTOR RESPONSIBILITIES

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Within the parameters of the proposed member satisfaction survey project **described in the previous section**, the Contractor shall be directly responsible for:

- 4.1 Designing three survey instruments that are tailored to the three main population groups (i.e., nursing facility, alternative residential settings and HCBS in-home). In designing the instruments the Contractor will utilize to the extent possible standardized questions that have been used successfully in publicly-funded long term care member satisfaction surveys conducted in other states and applicable questions from the previous ALTCS member satisfaction surveys. The design of the survey instruments must also accommodate the use of proxy, including parents or caregivers of children. Finally, the survey instruments must be cost-effective to administer and be applicable to an interview process.
- 4.2 Developing for AHCCCSA's consideration a proposed methodology for administering the instrument that will result in the best result for least cost.
- 4.3 Pre-testing the proposed survey instruments.
- 4.4 Finalizing the survey instruments based on the results of the pre-testing and AHCCCSA input.
- 4.5 Preparing instructions for administering survey instrument (e.g., prompt questions).
- 4.6 Translating the survey instruments into Spanish

During the terms of the contract, the Contractor must provide AHCCCSA with detailed reports twice a month describing the status of the project in relation to the specified milestones agreed to by the Contractor and AHCCCSA. Additionally, the Contractor shall participate in meetings with AHCCCS staff, as necessary, to discuss development of the instrument and resolve any issues.


5.0 CONTRACTOR COMMITMENT OF TIME AND RESOURCES

The Contractor is responsible for meeting the following timeframes:

- 5.1 Initial survey instrument approved by AHCCCSA and ready to pre-test no later than end of February 2008
- 5.2 Final survey instrument by mid to late April 2008

Through the twice monthly reports the Contractor shall regularly advise AHCCCSA of progress in meeting the goals of the project and the approved work plan completion dates.

6.0 CONTRACTOR KNOWLEDGE AND RESOURCES NEEDED

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To ensure the design of a valid and effective member satisfaction instrument, the Contractor must have experience and expertise in development of member satisfaction survey instruments, especially for long term care populations. In addition the Contractor must have the expertise to timely and effectively perform functions set forth in Section 4.0.


7.0 DELIVERABLES

The Contractor is required to provide AHCCCSA with the following deliverables:


- 7.1 Detailed project work plan in proposal
- 7.2 Twice monthly status reports
- 7.3 Initial survey instruments
- 7.4 Proposed methodology for administration of the survey instruments
- 7.5 Report summarizing results of pre-test and recommended changes to initial survey instruments
- 7.6 Final survey instruments in English and Spanish
- 7.7 Instruction (protocol) manual for survey instruments

8.0 FUNDING

The funding for this phase of the member satisfaction survey project (i.e., development of a survey instrument) is limited. The cost to perform the work set forth in this RFP can be no more than \$100,000.

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1. **Definition of Terms:** As used in within this solicitation document, and any resultant contract, the terms listed below are defined as follows:
 - 1.1 “*AHCCCS*” means the Arizona Health Care Cost Containment System – a managed health care program which pertains to health care services provided pursuant to A.R.S. 36-2903 et seq., and is also the name of the State agency.
 - 1.2 “*Attachment*” means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - 1.3 “*Contract*” means the combination of the Solicitation, including the Instructions to Offerors, Contract Terms and Conditions, and Scope of Work; the Offer; any Final Proposal Revisions; any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - 1.4 “*Contract Amendment*” means a written document signed by the Contracting Officer that is issued for the purpose of making changes in the contract.
 - 1.5 “*Contracting Officer*” means the person duly authorized by AHCCCS to enter into and administer Contracts and make written determinations with respect to the Contract, or his or her designee.
 - 1.6 “*Contractor*” means a person who has a contract with AHCCCS.
 - 1.7 “*Days*” means calendar days unless otherwise specified.
 - 1.8 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - 1.9 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - 1.10 “*Health Plan*” means an organization which contracts with the AHCCCS Administration to administer the provision of a comprehensive package of AHCCCS covered acute and behavioral health care services to AHCCCS members enrolled with the health plan.
 - 1.11 “*May*” indicates something that is not mandatory but permissible.
 - 1.12 “*Offer*” means bid, proposal or quotation.
 - 1.13 “*Offeror*” means a vendor who responds to a Solicitation.
 - 1.14 “*Program Contractor*” means an organization which contracts with the AHCCCS Administration to execute the provision of a comprehensive package of ALTCS covered acute care, behavioral health services and long term care services to ALTCS members enrolled with the program contractor.

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- 1.15 *"Shall, Must"* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive.
- 1.16 *"Should"* indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the State may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.
- 1.17 *"Scope of Work"* means those provisions of this solicitation which specify the work and/or results to be achieved by the Contractor.
- 1.18 *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
- 1.19 *"Solicitation Amendment"* means a written document that is authorized by the Contracting Officer and issued for the purpose of making changes to the Solicitation.
- 1.20 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.21 *"State"* means the State of Arizona.

2. **Inquiries:**


- 2.1 **Duty to Examine:** It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing, and check its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
- 2.2 **Solicitation Contact Person:** Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation Contact Person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation Contact Person as a contact.
- 2.3 **Submission of Inquiries:** The Solicitation Contact Person may require that an inquiry, to include exceptions, be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time.
- 2.4 **Timeliness:** Any inquiry, to include exceptions, shall be submitted as soon as possible and by November 20, 2007, 5:00 p.m., M.S.T. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.

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- 2.5 No Right to Rely on Verbal Responses: Any inquiry that results in changes to the Solicitation shall be answered solely through a written Solicitation Amendment. An Offeror may not rely on verbal responses to its inquiries.
- 2.6 Solicitation Amendments: The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7 Pre-Offer Conference: If a Pre-Offer Conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. An Offeror should raise any questions they may have about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8 Persons With Disabilities: Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation Contact Person. Requests shall be made as early as possible to allow time to arrange the accommodation.


3. Offer Preparation:

- 3.1 Forms: No Facsimile or Telegraphic Offers: An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the forms. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected.
- 3.2 Typed Offer; Corrections: The Offer shall be typed. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3 Evidence of Intent to be Bound: The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, may result in rejection of the Offer.
- 3.4 Exceptions to Terms and Conditions:
- 3.4.1 If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist and by November 20, 2007, 5:00 p.m., M.S.T. This will allow the Contract Specialist to review all exceptions and, if applicable, afford any approved exceptions to all other potential offerors.
- 3.4.2 If an offeror includes, in their proposal, exceptions, not covered by paragraph 3.4.1, above, such exceptions shall be null, void and without force and shall not be considered, and may

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negatively affect AHCCCS' proposal evaluation based on the published evaluation criteria or may result in rejection of the proposal.

- 3.4.3 To the extent they are inconsistent with the terms of the Solicitation, the Offeror's preprinted or standard terms will not be considered by AHCCCS as a part of any resulting Contract.
- 3.5 Subcontracts: Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6 Cost of Offer Preparation: AHCCCS will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7 Solicitation Amendments: Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment may result in rejection of the Offer.
- 3.8 Provision of Tax Identification Numbers: Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number, if applicable, in the space provided on the Offer and Acceptance Form.
- 3.9 Federal Excise Tax: The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.10 Identification of Taxes in Offer: The State of Arizona is subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate tax as a separate item in the offer, the State will conclude that the price(s) offered includes all applicable taxes.
- 3.11 IRS W9 Form: In order to receive payment under any resultant contract, Contractor shall have a current IRS W9 Form on file with the State of Arizona.
- 3.12 Disclosure: If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13 Solicitation Order of Precedence: In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:

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3.13.1 Special Terms and Conditions;

3.13.2 Uniform Terms and Conditions

3.13.3 Statement or Scope of Work;

3.13.4 Specifications;

3.13.5 Attachments;

3.13.6 Exhibits;

3.13.7 Special Instructions to Offerors, and

3.13.8 Uniform Instructions to Offerors

3.14 Delivery: Unless otherwise stated in the Contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

4. Submission of Offer:

4.1 Sealed Envelope or Package: Each Offer shall be submitted to the submittal location identified in this Solicitation, in a sealed envelope or package that identifies its contents as an Offer and the Solicitation number to which it responds. The appropriate Solicitation number shall be plainly marked on the outside of the envelope or package.


4.2 Offer Amendment or Withdrawal: An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3 Public Record: Under applicable law, all Offers submitted and opened are public records and must be retained by AHCCCS. Offers shall be open to public inspection after Contract award, except for such portions of an Offer deemed to be confidential by AHCCCS.

4.4 Non-collusion, Employment, and Services: By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1 It did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2 It does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state and local laws and executive orders regarding employment.


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5. Evaluation:

- 5.1 Unit Price Prevails: Where applicable, in the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2 Taxes. Arizona transaction privilege and use taxes shall not be considered when evaluating Offers.
- 5.3 Late Offers: An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4 Disqualification: The Offer of an Offeror who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.
- 5.5 Offer Acceptance Period: An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be ninety (90). If a Final Proposal Revisions is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for ninety (90) days from the Final Proposal Revision due date.
- 5.6 Payment: Payment shall comply with the requirement of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt of goods or services, the contractor shall submit a complete and accurate invoice for payment from AHCCCS within thirty (30) days.
- 5.7 Waiver and Rejection Rights: Notwithstanding any other provision of the Solicitation, AHCCCS reserves the right to:
 - 5.7.1 Waive any minor informality;
 - 5.7.2 Reject any and all Offers or portions thereof; or
 - 5.7.3 Cancel a Solicitation.

6. Award:

- 6.1 Number or Types of Awards: Where applicable, AHCCCS reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, whichever is deemed most advantageous to AHCCCS. If the Contracting Officer determines that an aggregate award to one Offeror is not in AHCCCS' best interest, "all or none" Offers shall be rejected.
- 6.2 Contract Inception: An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Contracting Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.

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6.3 **Effective Date:** The effective date of this Contract shall be the date that the Contracting Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Confidential Information:

7.1 If a person believes that a portion of a bid, proposal, offer, specification, or protest contains information that should be withheld due to confidentiality, the Contracting Officer shall so be notified. A detailed statement, presented as a cover letter, shall both identify those specific areas considered confidential and also state the specific harm or prejudice which may arise if disclosed.

7.2 The information identified by the person as confidential shall not be disclosed until the Contracting Officer makes a written determination. The Contracting Officer shall review the statement and information and shall determine in writing whether the information shall be withheld.

7.3 If so approved, such confidential information shall be removed from the public record and kept sealed in a separate envelope marked "Confidential." Such information will not be made available to the public.

7.4 An entire bid, proposal, offer, specification, or protest shall not be identified as confidential; only those portions which are considered proprietary, trade secrets or patented information. Pricing shall not be considered as confidential.


8. Contract Applicability: Any contract resulting from this solicitation shall be for the exclusive use of AHCCCS.

9. Electronic Documents: AHCCCS may provide an electronic version of this procurement document. Any unidentified alteration or modification to the original document (or to any Exhibit contained therein) issued by AHCCCS shall be null and void. In those instances where modifications are identified, the original document issued by the State shall take precedence.


10. Proposal Opening: Proposals shall be opened on the date and time, and at the place designated on the cover page of this document, unless amended in writing by the state agency issuing the solicitation.

11. Protests: A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and the Arizona Administrative Code Title 2, Chapter 7, Article 9, Rules R2-7-A901 through R2-7-A911. It shall be in writing and be filed with the AHCCCS Contracting Officer and with the State Procurement Administrator. A protest of a solicitation shall be received by the AHCCCS Contracting Officer before the offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

11.1 The name, address and telephone number of the protester;

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- 11.2 The signature of the protester or its representative;
- 11.3 Identification of the purchasing agency and the solicitation or contract number;
- 11.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and the form of relief requested.

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1. **Offeror's Contacts:** All questions concerning this Request for Proposal, including technical specifications, proposal process, etc. shall be directed to the Solicitation Contact Person, identified on the first page of this solicitation document. All questions shall be submitted electronically to the Solicitation Contract Person by 5:00 p.m. (MST), **November 20, 2007**. All questions must be submitted using the AHCCCS Survey Instrument RFP Question and Response electronic format that is attached to the RFP in word format and available on the AHCCCS website at www.azahcccs.gov in the "Contracting & RFPs," "Open RFPs" location.

Offerors may not contact other AHCCCS employees concerning this solicitation.

2. **Evaluation Criteria:** The evaluation will be conducted in accordance with an established evaluation plan. The award(s) will be made to the responsible offeror whose proposal is determined to be the most advantageous to AHCCCS. Evaluation criteria that AHCCCSA will use are listed in the relative order of importance below:


- 2.1 Experience and Expertise of Key Personnel
- 2.2 Experience and Expertise of the Firm
- 2.3 Proposed Method of Approach
- 2.4 Cost

Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

3. **Proposal Information:** Offeror is to submit their proposal with one (1) original and four (4) copies plus five (5) disks (for a total of five (5) sets) in the format as contained in this RFP. **The original copy of the proposal should be clearly labeled "ORIGINAL."** The response shall be in 10 point font or larger with borders no less than one (1) inch. The material should be related to the RFP and in sequence according to the order set forth in the Offeror's Checklist. All pages of the offeror's proposal must be numbered sequentially. This means that the first page of the proposal is page number one, and if there are a total of 100 pages in the proposal, then the last page would be numbered 100, and all the numbers in between 1 and 100 would be in numerical order.

AHCCCS will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP.

The proposal response must include the following information:


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3.1 **Experience and Expertise of Key Personnel:**

- 3.1.1 Provide the names and titles for all proposed key personnel; clerical staff is not considered key personnel. The use of Exhibit A – “Key Personnel” may be used for this purpose.
- 3.1.2 Provide an organizational chart showing the staffing and lines of authority for the key personnel to be utilized. The organizational chart must: 1) clearly show the relationship of the project leader to management and to support personnel, 2) identify the prime point of contact between the offeror and the AHCCCS project manager, and 3) show the relationship of the offeror to any subcontractor(s).
- 3.1.3 Provide a resume for each proposed key person, which substantiates the key person possesses the experience and expertise to provide the assigned tasks and responsibilities. Each resume should include the following: name of person, proposed position for contract services, position currently held in offeror’s firm, number of years with offeror’s firm, number of years of experience in providing services being procured by this solicitation, job related training and education, and other pertinent qualifications. Resumes should be limited to four (4) pages.
- 3.1.4 Provide a detailed explanation of each key person's responsibilities as related to the requirements of the Scope of Work. The offeror should also indicate the estimated amount of time (both in hours and as a percentage of their time) the proposed person will devote to any resultant contract.

3.2 **Experience and Expertise of the Firm:**

- 3.2.1 Provide a brief description of the organization’s experience in designing member satisfaction surveys for public programs, particularly populations receiving long term care services. For all states in which your organization has or is providing similar consulting services as those set forth in this RFP provide the following information:
 - 3.2.1.1 Start and completion date of the project
 - 3.2.1.2 Types of consulting services performed
 - 3.2.1.3 Outcome of the project
 - 3.2.1.4 Copies of any project deliverables that the offeror wants to submit that will document the offeror’s successful and reliable experience in past performances as related to this RFP
- 3.2.2 Submit, at a minimum, three (3) professional services references which would demonstrate the offeror possesses an understanding and the experience in providing the required service. The offeror is encouraged to submit references from the projects that are described in 3.2.1 above. References should be verifiable and be able to comment on the offeror's related experience. As these references may be checked, insure all information is current, accurate

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and prior permission to use is obtained from each reference. The offeror shall provide the following information for each reference:

- 3.2.2.1 Name, address and telephone number of Contracting Agency or Company
- 3.2.2.2 Contact person who may be contacted for verification of all information submitted
- 3.2.2.3 Location of services
- 3.2.2.4 Name of all key personnel and sub-contractors used
- 3.2.2.5 Start and completion date of work performed (if appropriate, may refer to response in 3.2.1 above)
- 3.2.2.6 Detailed written narrative of the specific services performed (if appropriate, may refer to response in 3.2.1 above)

3.2.3 Describe, if applicable, the organization's intentions to subcontract for any of the services required to be performed under this contract. The description must provide information on the subcontractor's experience and qualifications in performing the subcontracted services, the scope of work to be performed by the subcontractor, the estimated dollar amount of each subcontract, and the process the offeror will use to oversee the subcontractor, and resolve deficiencies and terminate the subcontract if necessary.

3.2.4 Complete the Financial Disclosure Form in Exhibit B.


3.3 **Proposed Method of Approach:**

3.3.1 Provide a written narrative or any other printed technique which demonstrates the method of manner in which the offeror proposes to satisfy the requirements of the contractor services described in the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems (e.g., how to balance collection of detailed information within a limited interview time frame) and plans of proposed action (e.g., action steps). Include a description of the tasks or events proposed, the estimated number of man hours required to perform each task or event, the key personnel proposed to perform each task and the proposed timeframe for completing the identified tasks and submitting to AHCCCSA the required deliverables. Since the evaluators have already read the Scope of Work for the services described, it is not necessary for the offeror to repeat the exact language, or to present a paraphrased version, as an original idea for a technical approach.

3.3.2 Provide a detailed project work plan and timeline for completing all major tasks, activities, deliverables, milestones, and targeted completion dates. Any changes or modifications to the work plan or timeline shall require prior written approval from AHCCCSA.


3.4 **Cost:**

3.4.1 Submit a firm fixed price to perform the required activities described in the RFP by completing the cost proposal form in Exhibit C. The total cost for the work must not exceed \$100,000.

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3.4.2 Provide a high level project budget that shows costs (and estimated staff hours) associated with producing each of the following deliverables: 1) initial survey instrument, 2) proposed methodology for administering the survey, 3) pre-testing of the questions, 4) finalizing survey instrument, including the instruction manual and 5) translating the instrument into Spanish.

4. **Intent to Provide Certificate of Insurance:** The offeror should provide a statement that, if notified of contract award, will submit to AHCCCS for review and acceptance, the applicable certificate/s of insurance as required within this RFP document, within five (5) business days of such notification.
5. **Offeror's Checklist:** The offeror should complete Exhibit D, "Offeror's Checklist."
6. **Offeror's Responsibility:** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the offeror's proposal. Failure of the offeror to submit such information may cause an adverse impact on the evaluation of the offeror's proposal.
7. **Clarifications:** Clarifications may be requested from offerors at any time after receipt of offers. Clarifications may be requested orally or in writing. If clarifications are requested orally, the offeror shall confirm the request in writing. A request for clarifications shall not be considered a determination that the offeror is susceptible for award.
8. **Negotiations:** If negotiations are conducted, negotiations shall be conducted with all offerors determined to be in the competitive range or reasonably susceptible for award. Offerors may revise offers based on negotiations provided that any revision is confirmed in writing. Award may be made without negotiations; therefore, offers should be submitted complete and on most favorable terms.
9. **Additional Information for Submittal of Proposal:**
 - 9.1 It is the responsibility of each offeror to insure their proposal is delivered to AHCCCS by the due date and time. The offeror should allow for such contingencies as heavy traffic, weather, directions to submittal location, parking, common carriers not delivering as requested, etc. AHCCCSA shall not accept late proposals past the due date and time.
 - 9.2 AHCCCSA is not responsible for supplying boxes, envelopes, tape, etc. to offerors at time of proposal delivery.
 - 9.3 The offeror should ensure that when submitting the proposal to AHCCCSA, its company name and the Request for Proposal solicitation number is clearly marked on the outside of the envelope/package.
10. **Offshore Performance of Work Prohibited:**

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Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

11. **RFP Milestone Dates:** The following schedule for the Member Satisfaction Survey Instrument Development RFP solicitation is subject to change:

Activity	Date
RFP Issued on or About	October 23, 2007
RFP Questions Due	November 20, 2007
RFP Amendment and Formal Response to Questions	November 26, 2007
Proposals Due by 3:00 pm	December 6, 2007
Contract Awarded On or About	January 14, 2008
Contract Completion Date	End of April 2008


12. **Additional Guidelines for Exceptions to Terms and Conditions:**

In keeping with the Uniform Instructions to Offeror paragraph 3.4 Exceptions to Terms and Conditions: If offerors take any exception to any term, condition or requirement included in this solicitation document, such exception shall be submitted to the Contract Specialist by November 20, 2007, 5:00 p.m., M.S.T.


- 12.1 The offeror must understand that exceptions to the Uniform Terms and Conditions and exceptions to the Special Terms and Conditions are very rarely granted.
- 12.2 The exception is **approved only if the offeror receives the approval in writing**. If the exception is acceptable, AHCCCS will give written approval and will often do a written amendment to the solicitation. Any exceptions not addressed or not responded to by the Contract Specialist are denied.

13. **Value in Procurement:**


Through the Governor’s Efficiency Review initiative the Value in Procurement Committee has been established. A major initiative of the VIP Committee is to aggregate specific procurements to increase efficiency and cut costs. The VIP Committee may designate and establish a statewide contract for these types of goods or services. At such time, this contract may not be extended beyond its current term, although additional contract extensions may still be available.

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1. **Advertising and Promotion of Contract:** The Contractor shall not advertise or publish information for commercial benefit concerning this contract without the prior written approval of the Contracting Officer.
2. **Amendments:** This Contract is issued under the authority of the Contracting Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract unless otherwise permitted by the Special Terms and Conditions. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized State employee or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
3. **Arizona Law:** The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code, as adopted in the State of Arizona.
4. **Arizona Procurement Code:** The Arizona Procurement Code, A.R.S. Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code Title 2, Chapter 7, is a part of this Contract as if fully set forth in it.
5. **Assignment and Delegation:** The Contractor shall not assign any right nor delegate any duty under this contract without prior written approval of the Contracting Officer, who will not unreasonably withhold such approval.
6. **Audits and Inspections:**
 - 6.1 The Contractor shall comply with all provisions specified in A.R.S. 35-214 and 35-215 and AHCCCS policies and procedures relating to the audit of Contractor's records and the inspection of Contractor's facilities. Contractor shall fully cooperate with AHCCCS staff and allow them reasonable access to Contractor's staff, subcontractors, members, and records.
 - 6.2 At any time during the term of this contract, and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by AHCCCS and, where applicable, the federal government, to the extent that the books and records relate to the performance of the contract or subcontracts.
 - 6.3 AHCCCS and the federal government may evaluate through on-site inspection or other means, the quality, appropriateness and timeliness of services performed under this contract.
7. **Availability of Funds for the Next Fiscal Year:** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract. The State shall make reasonable efforts to secure such funds.

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8. **Cancellation for Conflict of Interest:** Pursuant to A.R.S. 38-511, AHCCCS may cancel this contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of AHCCCS is or becomes at any time, while the Contract or an extension of the Contract is in effect, an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation, unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. 38-511.
9. **Compliance with Applicable Laws:** The materials and services supplied under this Contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
10. **Contract Claims:** All contract claims or controversies under this contract shall be resolved according to A.A.C. Title 9, Chapter 34 and rules adopted thereunder.
11. **Contract Order of Precedence:** In the event in the provisions of the contract, as accepted by AHCCCS and as they be amended, the following shall prevail in the order set forth below:
- 11.1 Special Terms and Conditions;
 - 11.2 Uniform Terms and Conditions;
 - 11.3 Statement or Scope of Work;
 - 11.4 Specifications;
 - 11.5 Attachments;
 - 11.6 Exhibits;
 - 11.7 Documents, referenced or included in the solicitation.
 - 11.8 Terms and conditions of the accepted offer
12. **Contractor's Representations and Warranties:** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
13. **Delivery:** Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination.

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14. **Exclusions:** Except as otherwise set forth in this Contract, there are no express or implied warranties of merchantability or fitness.
15. **Fitness.** The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
16. **Force Majeure:**
- 16.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
- 16.2 Force Majeure shall not include the following occurrences:
- 16.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 16.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 16.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 16.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 16.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

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17. **Gratuities:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this contract if it determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of AHCCCS for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Contracting Officer, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
18. **Implied Contract Terms:** Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
19. **Indemnification -- Patent and Copyright:** The Contractor shall defend, indemnify and hold harmless AHCCCS against any liability including costs and expenses for infringement of any patent, trademark or copyright arising out of contract performance or use by AHCCCS of materials furnished or work performed under this contract. The Contracting Officer shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
20. **Indemnification**
- 20.1 Contractor/Vendor Indemnification (Not Public Agency)
- The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 20.2 Public Agency Language Only
- Each party (“as indemnitor”) agrees to indemnify, defend, and hold harmless the other party (as indemnitee”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney’s fees) (hereinafter collectively referred to as ‘claims’)_arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
21. **Inspection/Testing:** The contractor agrees to permit access to its facilities, subcontractor facilities and the contractor's processes for producing the materials, at reasonable times for inspection of the materials covered under this contract. AHCCCS shall also have the right to test at its own cost the materials to be supplied under this contract. Neither inspection at the contractor's facilities nor testing shall constitute final acceptance of the materials. If AHCCCS determines non-compliance of the materials, the contractor shall be responsible for the payment of all costs incurred by AHCCCS for testing and inspection.

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22. **IRS W9 Form:** In order to receive payment under any resulting contract, the contractor shall have a current IRS W9 Form on file with the State of Arizona.
23. **Liens:** The Contractor warrants that the materials supplied under this contract are free of liens.
24. **No Parole Evidence:** This contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this contract.
25. **No Waiver:** Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the non-conforming performance knows of the nature of the performance and fails to object to it.
26. **Nonconforming Tender:** Materials supplied under this contract shall fully comply with the contract. The delivery of materials or a portion of the materials in an installment that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials, AHCCCS may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.
27. **Non-Discrimination:** The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, sex, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin or disability.
28. **Non-exclusive Remedies:** The rights and the remedies of AHCCCS under this contract are not exclusive.
29. **Notices:** Notices to the Contractor required by this Contract shall be made by the Contracting Officer to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to AHCCCS required by the Contract shall be made by the Contractor to the Contracting Officer. An authorized Contracting Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice and an amendment to the Contract shall not be necessary.
30. **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

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31. **Payments:** The Contractor shall be paid as specified in the Contract. Payment must comply with requirements of A.R.S. Title 35.
32. **Payment of Taxes by AHCCCS:** AHCCCS shall pay only the rate and/or amount of taxes identified in the Offer and in any resulting contract.
33. **Purchase Orders:** The contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Contracting Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.
34. **Property of AHCCCS:** Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of AHCCCS. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the Contracting Officer.
35. **Records:** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other records (“records”) relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records at no cost to the State.
36. **Relationship of Parties:** The Contractor under this contract is an independent contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
37. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
38. **Right of Offset:** AHCCCS shall be entitled to offset against any amounts due the Contractor any expenses or costs incurred by AHCCCS concerning the Contractor's non-conforming performance or failure to perform the contract, including expenses, costs and damages described in the proceeding paragraphs.
39. **Right to Assurance:** If AHCCCS, in good faith, has reason to believe that the Contractor does not intend to perform or continue performing this contract, the Contracting Officer may demand in writing that the Contractor give a written assurance of intent to perform. The demand shall be sent to the Contractor by certified mail, return receipt required. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the Contracting Officer's option, be the basis for terminating the contract.

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40. **Severability:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract, which may remain in effect without the invalid provision, or application.
41. **State and Local Transaction Privilege Taxes:** AHCCCS is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect taxes from the buyer does not relieve the seller from its obligation to remit taxes.
42. **Stop Work Order:**
- 42.1 AHCCCS may, at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
- 42.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
43. **Subcontracts:** The contractor may, with the consent of the Contracting Officer, enter into written subcontract(s) for performance of certain of its functions under the contract. Subcontractors must be approved in writing by the Contracting Officer to the effective date of any subcontract.
- 43.1 No subcontract which the contractor enters into with respect to performance under the contract shall in any way relieve the contractor of any responsibility for performance of its duties.
- 43.2 The contractor shall give the Contracting Officer immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor which in the opinion of the contractor may result in litigation related in any way to the contract with AHCCCS.
44. **Suspension or Debarment:** The Contracting Officer may, by written notice to the Contractor, immediately terminate this Contract if the Contracting Officer or the State determine that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body.
45. **Tax Indemnification:** The contractor and all subcontractors shall pay all federal, State and local taxes applicable to its operation and any persons employed by the contractor. Contractor shall, and require all


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subcontractors, to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal and/or State and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.


46. Termination for Convenience: The Contracting Officer reserves the right to terminate the contract in whole or in part at any time when in the best interests of AHCCCS without penalty or recourse. The Contracting Officer shall give written notice by certified mail, return receipt requested, to the Contractor of the termination at least ninety (90) days before the effective date of the termination. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R 2-7-701 shall apply.

47. Termination for Default:


- 47.1 The Contracting Officer reserves the right to terminate this contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or failure to take corrective action as required by the Contracting Officer to comply with the terms of the contract. If the Contractor is providing services under more than one contract with AHCCCS, the Contracting Officer may deem unsatisfactory performance under one contract to be cause to require the Contractor to provide assurance of performance under any and all other contracts. In such situations, the Contracting Officer reserves the right to seek remedies under both actual and anticipatory breaches of contract if adequate assurance of performance is not received. The Contracting Officer shall mail written notice of the termination and the reason(s) for it to the Contractor by certified mail, return receipt requested.
- 47.2 In the event the Contractor requests a hearing prior to termination, AHCCCS is required by the Balanced Budget Act of 1997 to oversee the operation of the Contractor entity through appointment of temporary management prior to the hearing.
- 47.3 Upon termination under this paragraph, all documents, data, and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Contracting Officer on demand.
- 47.4 The Contracting Officer may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable for any excess costs incurred by AHCCCS in procuring the materials or services in substitution for those due from the Contractor.

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48. **Third Party Antitrust Violations:** The Contractor assigns to AHCCCS any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.
49. **Arbitration:** The Parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

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1. **Assignment of Contract and Bankruptcy:** This contract is voidable and subject to immediate cancellation by the Contracting Officer upon Contractor becoming insolvent or filing proceedings in bankruptcy or assigning rights or obligations under this contract without the prior written consent of the Contracting Officer.
2. **Authority to Contract:** This contract is issued under the authority of the Contracting Officer who signed this contract. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by an unauthorized state employee or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments, shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
3. **Choice of Forum:** The parties agree that jurisdiction over any action arising out of or relating to this contract shall be brought or filed in a court of competent jurisdiction located in the State of Arizona.
4. **Continuation of Performance Through Termination:** The contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.
5. **Conflict of Interest:** The Contractor shall not undertake any work that represents a potential conflict of interest, or which is not in the best interest of AHCCCS or the State without prior written approval by AHCCCS. The Contractor shall fully and completely disclose any situation that may present a conflict of interest. If the Contractor is now performing or elects to perform during the term of this contract any services for any AHCCCS health plan, provider or Contractor or an entity owning or controlling same, the Contractor shall disclose this relationship prior to accepting any assignment involving such party.
6. **Contract Cancellation (Immediate):** This contract is critical to AHCCCS and the agency reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue a written notice of default effective at once and not deferred by any interval of time. Default shall be for acting or failing to act in any of the following:
 - 6.1 The contractor provides material that does not meet the specifications of the contract;
 - 6.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - 6.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated in the contract;
 - 6.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
 - 6.5 The Contracting Officer may resort to any single or combination of the following remedies:

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- 6.5.1 Cancel any contract;
- 6.5.2 Reserve all rights or claims to damage for breach of any covenants of the contract;
- 6.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.
- 6.5.4 In case of default, the Contracting Officer reserves the right to purchase materials or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by:
 - 6.5.4.1 Deduction from an unpaid balance;
 - 6.5.4.2 Collection against the bid and/or performance bond; or
 - 6.5.4.3 Any combinations of the above or any other remedies as provided by law.

7. Contract Cancellation (Minimum 10 Day): The Contracting Officer reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The Contracting Officer shall issue written notice to the contractor for acting or failing to act as in any of the following:

- 7.1 The contractor provides material that does not meet the specifications of the contract;
- 7.2 The contractor fails to adequately perform the services set forth in the specifications of the contract;
- 7.3 The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;
- 7.4 The contractor fails to make progress in the performance of the contract and/or gives the Contracting Officer reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- 7.5 Upon receipt of the written notice of concern, the contractor shall have a minimum of ten (10) days (Contracting Officer may determine a longer period) to provide a satisfactory response to the Contracting Officer. Failure on the part of the contractor to adequately address all issues of concern may result in the Contracting Officer resorting to any single or combinations of the following remedies.
 - 7.5.1 Cancel any contract;
 - 7.5.2 Reserve all rights or claims to damage for breach of any covenant of the contract;

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7.5.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;

7.5.4 In case of default, the Contracting Officer reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The Contracting Officer may recover reasonable excess costs from the contractor by;

7.5.4.1 Deduction from an unpaid balance;

7.5.4.2 Collection against the bid and/or performance bond; or

7.5.4.3 Any combination of the above or any other remedies as provided by law.

8. **Contract Disputes:** Contract disputes arising under A.R.S. § Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules.


9. **Cooperation with other Contractors:** AHCCCS may award other contracts for additional work related to this contract and Contractor shall fully cooperate with such other contractors and AHCCCS employees or designated agents, and carefully fit its own work to such other contractors' work. Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by AHCCCS employees.

10. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to AHCCCS for the purpose of assuring that no information contained in its records or obtained from AHCCCS or others carrying out its functions under the contract, shall be used or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to AHCCCS. The contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to, in writing, by AHCCCS.

11. **Covenant Against Contingent Fees:** The Contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For violation of this warranty, the Contracting Officer shall have the right to annul this contract without liability.

12. **Contract:**

12.1 The contract between AHCCCS and the contractor shall consist of (1) the Request for Proposal (RFP) and any amendments thereto, and (2) the proposal submitted by the contractor in response to the RFP. In the event of a conflict in language between the two documents referenced, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, AHCCCS reserves the

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right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP shall govern.

12.2 The contract shall be construed according to the laws of the State of Arizona. The State of Arizona is not obligated for the expenditures under the contract until funds have been encumbered.


13. **Disclosure of Confidential Information:** The Contractor shall not, without prior written approval from the Contracting Officer, either during or after the performance of the services required by this contract, use, other than for such performance, or disclose to any person other than AHCCCS personnel with a need to know, any information, data, material, or exhibits created, developed, produced, or otherwise obtained during the course of the work required by this contract. This nondisclosure requirement shall also pertain to any information contained in reports, documents, or other records furnished to the Contractor by AHCCCS.
14. **Effective Date:** The effective date of this contract shall be the date that the Contracting Officer signs the Offer and Award page of this document.
15. **Employees of the Contractor:** All employees of the Contractor employed or in performance of work under this Contract shall be employees of the Contractor at all times and not of AHCCCS. The Contractor shall comply with the Social Security Act, Workers' Compensation laws and unemployment laws of the State of Arizona as well as federal, state and local legislation relevant to the Contractor's business.

16. **Federal Immigration and Nationality Act:**

The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor.

17. **Fraud and Abuse:**

- 17.1 It shall be the responsibility of the Contractor to report all cases of suspected fraud and abuse by subcontractors, members or employees. The Contractor shall provide written notification of all such incidents to the Contracting Officer.
- 17.2 As stated in A.R.S. § 13-2310, incorporated herein by reference, any person who knowingly obtains any benefit by means of false or fraudulent pretenses, representations, promises or material omissions is guilty of a class 2 felony.

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17.3 Contractors are required to research potential overpayments identified by a fraud and abuse investigation or audit conducted by AHCCCS. After conducting a cost benefit analysis to determine if such action is warranted, the Contractor should attempt to recover any overpayments identified due to erroneous, false or fraudulent billings.

18. **Incorporation by Reference:** This solicitation and all attachments and amendments, the Contractor's proposal, final proposal revision accepted by the Contracting Officer, and any approved subcontracts are hereby incorporated by reference into the contract.

19. **Independent Contractor:** The contractor represents himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Arizona and/or AHCCCS. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, etc.

20. **Indemnification Clause:**


Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. **Insurance Requirements:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the

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indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

21.1 **Minimum Scope And Limits Of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

21.1.1 **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Blanket Contractual Liability – Written and Oral \$1,000,000
- Fire Legal Liability \$ 50,000
- Each Occurrence \$1,000,000

21.1.1.1 The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***


21.1.1.2 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.1.2 **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***

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21.1.3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

21.1.3.1 Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.1.3.2 This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

21.1.4 Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000


21.1.4.1 In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

21.1.4.2 The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

21.2 Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

21.2.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

21.2.2 The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

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21.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- 21.3 **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034**, and shall be sent by certified mail, return receipt requested.
- 21.4 **Acceptability Of Insurers:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- 21.5 **Verification Of Coverage:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract (see Exhibit E). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.


All certificates required by this Contract shall be sent directly to **AHCCCS Contracts, 701 East Jefferson, Mail Drop 5700, Phoenix, AZ 85034**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- 21.6 **Subcontractors:** Contractors’ certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- 21.7 **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 21.8 **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the

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contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. **Key Personnel:** It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of AHCCCS' authorized representative and a copy to the Contracting Officer of record.
23. **Licenses:** Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.
24. **Lobbying:** No funds paid to the Contractor by AHCCCS, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. The Contractor shall disclose if any funds other than those paid to the Contractor by AHCCCS have been used or will be used to influence the persons and entities indicated above and will assist AHCCCS in making such disclosures to CMS.
25. **No Guaranteed Quantities:** AHCCCS does not guarantee the Contractor any minimum or maximum quantity of services or goods to be provided under this contract.
26. **Non-exclusive Contract:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of AHCCCS. The state reserves the right to obtain like goods or services from another source when necessary.
27. **Other Contracts:** AHCCCS may undertake or award other contracts for additional or related work and the contractor shall fully cooperate with such contractors and state employees and carefully fit his own work to such additional work. The contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by state employees. AHCCCS shall equitably enforce this section to all contractors to prevent the imposition of unreasonable burdens on any contractor.
28. **Ownership of Information and Data:**
 - 28.1 Any data or information system, including all software, documentation and manuals, developed by Contractor pursuant to this contract, shall be deemed to be owned by AHCCCS. The federal government reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for federal government purposes, such data or information system, software, documentation and manuals. Proprietary software which is provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership or licensing provisions of this section.

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28.2 Data, information and reports collected or prepared by Contractor in the course of performing its duties and obligations under this contract shall be deemed to be owned by AHCCCS. The ownership provision is in consideration of Contractor's use of public funds in collecting or preparing such data, information and reports. These items shall not be used by Contractor for any independent project of Contractor or publicized by Contractor without the prior written permission of the Contracting Officer. Subject to applicable state and federal laws and regulations, AHCCCS shall have full and complete rights to reproduce, duplicate, disclose and otherwise use all such information. At the termination of the contract, Contractor shall make available all such data to the Contracting Officer within thirty (30) days following termination of the contract or such longer period as approved by the Contracting Officer. For purposes of this subsection, the term "data" shall not include member medical records.

28.3 Except as otherwise provided in this section, if any copyrightable or patentable material is developed by Contractor in the course of performance of this contract, the federal government, AHCCCS and the State of Arizona shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for state or federal government purposes. Contractor shall additionally be subject to the applicable provisions of 45 CFR Part 74 and 45 CFR Parts 6 and 8.


29. Responsibility for Payments Indemnification: The contractor shall be responsible for issuing payment for services performed by the contractor's employees and will indemnify and save AHCCCS harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers or any other third party incurred in the furtherance of the performance of the contract. The contractor shall, at AHCCCS' request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

30. Term of Contract and Option to Renew:


30.1 The initial term of this contract shall be for one (1) initial year with four (4) one-year options to extend, not to exceed a total contracting period of five (5) years. The terms and conditions of any such contract extension shall remain the same as the original contract, as amended. All contract extensions shall be through contract amendment, and shall be at the sole option of AHCCCS.

30.2 When the Contracting Officer issues an amendment to extend the contract, the provisions of such extension will be deemed to have been accepted 60 days after the date of mailing by the Contracting Officer, even if the extension amendment has not been signed by the Contractor, unless within that time the Contractor notifies the Contracting Officer in writing that it refuses to sign the extension amendment. If the Contractor provides such notification, the Contracting Officer will initiate contract termination proceedings.

30.3 If the Contractor chooses not to renew this contract, the Contractor may be liable for certain costs associated with the transition of its members to a different Contractor. If the Contractor provides the Contracting Officer written notice of its intent not to renew this contract at least 180 days before its expiration, this liability for transition costs may be waived by the Contracting Officer.

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31. **Termination - Availability of Funds:** Funds are not presently available for performance under this contract beyond the current fiscal year. No legal liability on the part of AHCCCS for any payment may arise under this contract until funds are made available for performance of this contract. AHCCCS shall make reasonable efforts to secure such funds.
32. **Type of Contract:** Firm Fixed-Price.
33. **Warranty of Services:** The Contractor warrants that all services provided under this contract will conform to the requirements stated herein. AHCCCS' acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Contracting Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.

 AHCCCS	Exhibit A – Key Personnel		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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KEY PERSONNEL

NAME OF KEY PERSON	TITLE


NOTE: Attach a resume for each individual, as required in the Special Instructions to Offerors.

 AHCCCS	Exhibit B – Financial Disclosure		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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OFFEROR'S FINANCIAL DISCLOSURE

Instructions: Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

	<u>YES</u>	<u>NO</u>
A. Does the Offeror's organization prepare a public annual financial statement? If yes, is one available upon request?	_____	_____
B. Is your organization audited by an independent auditor? If yes, answer 1 through 4.	_____	_____
1) How often are audits conducted? _____		
2) By whom are they conducted? _____		
3) Are management letters or internal controls issued by the auditing firm?	_____	_____
4) Does your organization have any uncorrected audit exceptions?	_____	_____
C. Are there any suits, judgments, tax deficiencies or claims pending against your organization? If yes, answer 1 and 2	_____	_____
1) What is the dollar amount? _____		
2) In which state(s)? _____		
D. Has the Offeror's organization ever gone through bankruptcy? If yes, answer 1 and 2.	_____	_____
1) When was the bankruptcy? _____		
2) What type of bankruptcy was it? _____		

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COST PROPOSAL

1. Total Project Cost


The offeror shall propose all-inclusive firm, fixed price for the total cost of completed work being requested by this RFP. The proposed cost shall be considered “all-inclusive” and the successful Contractor will not be reimbursed for any other costs associated with the resultant contract services.

Total project cost: \$_____

2. Cost for Key Deliverables

The offeror shall complete the table below; providing the total cost (including estimated staff hours) for completing each of the major deliverables described in the Special Instructions to the offeror, Section 3.1.


Key Deliverable	Cost for Deliverable	Estimated Staff Hours
Initial survey instrument		
Methodology for administering the survey		
Pre-testing of the questions		
Final survey instrument and instruction manual		
Spanish version of survey instrument		

	Exhibit D - Offeror's Checklist		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Note to Prospective Offerors: The offeror must include all items below, unless otherwise noted, when submitting its proposal. This Exhibit has been added to this RFP as a convenience to offerors. It is believed to be a complete listing of all submission requirements pursuant to this RFP. However, if a requirement is stated anywhere in the RFP text, yet does not appear in the Offeror's Checklist, the text statement takes precedence over the omission of that requirement in the Offeror's Checklist.

To complete the Offeror's Checklist, the offeror must enter in the column title "Offeror's Page #", the appropriate page numbers from its proposal where the AHCCCSA Evaluation Pane may find the offeror's response to that requirement.

Requirement #	Description:	RFP Page	Offeror's Page #
1	Offeror's checklist completed (i.e., page numbers entered in the right-hand column of this table.)	This Page	
2	Offer and Acceptance page complete	Page 3	
4	Copies of proposal submitted as one (1) marked "Original" and four (4) copies, plus five (5) disks	Page 18	
	<i>Proposal Response:</i>		
5	3.1 Experience and Expertise of Key Personnel	Page 18	
6	3.1.1 Key Personnel (Exhibit A)	Page 19	
7	3.1.2 Organizational Chart	Page 19	
8	3.1.3 Key Personnel Resume	Page 19	
9	3.1.4 Key Personnel Responsibilities	Page 19	
10	3.2 Experience and Expertise of the Firm	Page 19	
11	3.2.1 Organization's Experience	Page 19	
12	3.2.2 Professional References	Page 19-20	
13	3.2.3 Subcontractor(s)	Page 20	
14	3.2.4 Financial Disclosure (Exhibit B)	Page 20	
15	3.3 Proposed Method of Approach	Page 20	
16	3.3.1 Written Narrative	Page 20	
	3.2 Cost	Page 20	
	3.4.1 Total Project Cost	Page 20	
17	3.4.2 Key Deliverable Cost	Page 20	
18	Statement of Intent to provide Certificate of Insurance	Page 21	
19	Signed Solicitation Amendment Cover Sheets, if any	N/A	

 AHCCCS	Exhibit E - Certificate of Insurance		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Prior to commencing services under this contract, the contractor must furnish the state certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this contract and shall not serve to limit any liabilities or any other contractor obligations.

Name and Address of Insurance Agency:	Company Letter:	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person Each Occurrence Property Damage OR Bodily Injury and Property Damage Combined			Comprehensive General Liability Form Premises Operations Contractual Independent Contractors Products/Completed Operations Hazard Personal Injury Broad Form Property Damage Explosion & Collapse (If Applicable) Underground Hazard (If Applicable)		
Same as Above			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
Necessary if underlying is not above minimum			Umbrella Liability		
Statutory Limits			Workmen's Compensation and Employer's Liability		
			Other		


State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the state without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:

Date Issued:


Authorized Representative

 AHCCCS	Attachment A – Definition of Terms		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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ATTACHMENT A – DEFINITIONS FOR ELIGIBILITY RFP

In addition to the definition of terms provided in the Uniform Instructions to offerors, other definition of terms used in this solicitation document, and any resultant contract are defined as follows:


Term	Definition
A.A.C.	Arizona Administrative Code
ACE	AHCCCS Customer Eligibility, the database that maintains data and processes eligibility for KidsCare and HIFA parent programs.
AHCCCSA	Arizona Health Care Cost Containment System Administration
ALTCS	The Arizona Long Term Care system (ALTCS), a program under AHCCCSA that delivers long term, acute medical, behavioral health care and case management services to eligible members as authorized by A.R.S. 36-2932.
ALTERNATIVE RESIDENTIAL SETTING	Are alternative HCBS settings such as Assisted Living Centers, Assisted Living Homes, Adult Foster Care Homes and Level II and III Behavioral Health Agencies (9 A.A.C. 28 Article 1).
A.R.S.	Arizona Revised Statute
CMS	Centers for Medicare and Medicaid Services
DDD	Division of Developmental Disabilities
DES	Department of Economic Security
Director	Director of AHCCCS
Eligible Person	A person who is eligible to receive covered services as defined in A.R.S. 36-2931.
Enrollee	A recipient who is currently enrolled with an AHCCCS health plan or ALTCS program contractor.
EPD	Elderly and Physically Disabled
Federal Poverty Level (FPL)	Guidelines issued and adjusted annually by the U.S. Health and Human Services Department that are used to determine income eligibility for KidsCare and HIFA parents program.

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Term	Definition
HCBS	Home and community-based services, as defined in A.R.S. 36-2931 and 36-2939.
Managed Care	Systems that integrate the financing and delivery of health care services to covered individuals by means of arrangements with selected providers to furnish comprehensive services to members; establish explicit criteria for the selection of health care providers; have financial incentives for members to use providers and procedures associated with the health plan' and have formal programs for quality and medical management and the coordination of care.
Material Omission	A fact, data or other information excluded from a report, contract, etc. the absence of which could lead to erroneous conclusions following reasonable review of such report, contract, etc.
Medicaid	A federal/state program authorized by Title XIX of the Social Security Act, as amended.
Member	An eligible person who is enrolled in the system, as defined in A.R.S. 36-2931.
Nursing Facility	A licensed and Medicare/Medicaid certified by the Arizona Department of Health Services in accordance with 42 CFR 483 to provide inpatient room, board and nursing services to members who require these services on a continuous basis but who do not require hospital care or direct daily care from a physician.
PMMIS	Prepaid Medical Management Information System, the AHCCCS database that maintains information on individuals who are or were receiving AHCCCS benefits.
Program Contractor	A person, organization or entity agreeing through a direct contracting relationship with AHCCCSA to provide the goods and services specified by contract in conformance with sated contract requirements, AHCCCS statute and rules and federal law and regulations as defined in A.R.S. 36-2031.
RFP	Request For Proposals, a document prepared by AHCCCSA that describes the services required and that instructs prospective offerors how to prepare a response (proposal).
SCHIP	State Children's Health Insurance Program, a federal/state program authorized by Title XXI of the Social Security Act, as amended.
SFY	State fiscal year.
SSI	Supplemental Security Income
Subcontractor	A person, agency or organization that has contracted or delegated some of its management functions or responsibilities to provide contract services defined in this

	Attachment A – Definition of Terms		AHCCCS Arizona Health Care Cost Containment System 701 East Jefferson, MD 5700 Phoenix, Arizona 85034
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Term	Definition
	RFP.
Title XIX	Means Medicaid as defined in 42 U.S.C. Chapter 7, Subchapter 19 (i.e., Social Security Act).
Title XXI	Title XXI of the Social Security Act known as the State Children’s Health Plan or KidsCare Plan in Arizona. Title XXI provides funds to states to enable them to initiate and expand the provisions of child health assistance to uninsured, low-income children.
Ventilator Dependent	For the purposes of ALTCS eligibility, an individual who is medically dependent on a ventilator for life support at least 6 hours per day and has been dependent on ventilator support as an inpatient in a hospital, nursing facility, ICF/MR, residing in their own home or a HCBS approved alternative residential setting for 30 consecutive days as defined in 9 A.A.C. 28, Article 1.


	Attachment B – Examples of Content Areas for Survey Questions		AHCCCS Arizona Health Care Cost Containment System
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ATTACHMENT B – EXAMPLES OF CONTENT AREAS FOR SURVEY QUESTIONS

Domain 1: Assessment of Member Satisfaction

AHCCCSA wishes to assess ALTCS members' satisfaction with five different entities/individuals: their Program Contractor, case manager, primary caregiver, other providers, and primary care provider.

1. Program Contractor
 - Member's overall satisfaction with its Program Contractor
 - How well the Program Contractor listens to the member
 - How well the Program Contractor responds to the member's concerns and, as appropriate, facilitates help from appropriate provider(s)
 - Ease at which member is able to reach its Program Contractor
2. Case Manager
 - Member's overall satisfaction with its case manager
 - Degree to which case manager knows who the member is
 - How well the case manager listens to the member
 - How well the case manager responds to the member's concerns
 - Ease at which member is able to reach its case manager
 - Degree to which case manager's action reflect an understanding of member's cultural background
3. Caregivers: For the three different target groups the focus would be on the primary service identified by the member even though they may also receive other services.
 - Member's overall satisfaction with the primary caregiver
 - How well the caregiver listens to the member
 - Availability of the caregiver as agreed upon (schedule)
 - Degree to which the caregiver provides assistance
 - Degree to which the caregiver treats the member with dignity and respect
 - Degree to which the caregiver involves the member/family/guardian in decisions and care planning
4. Other providers (DME, transportation):
 - Member's overall satisfaction with these other providers
 - Availability (timeliness) of the other providers as agreed upon (schedule)
 - Ease at which the member is able to reach the other providers
5. Primary Care Provider (PCP)
 - Member's overall satisfaction with his/her PCP
 - Degree to which PCP knows who the member is
 - How well the PCP listens to the member
 - Degree to which the PCP helps the member

	Attachment B – Examples of Content Areas for Survey Questions		AHCCCS Arizona Health Care Cost Containment System
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- Degree to which the PCP involves the member/family/guardian in health care decisions
- Ease at which member is able to obtain an appointment with the PCP

Domain 2: Perception of Health Status

AHCCCSA wishes to determine a member's perception of health status as it relates to the following:

- Degree to which the member's health status has improved
- Impact that HCB services and alternative residential settings has had on allowing the member to remain in the community/own home.
- Assessment of member's perception of his/her quality of life
- Assessment of whether services provided have had the desired effect of allowing members to remain at the least restrictive level of care.

Domain 3: Provider Network

In terms of the provider network, AHCCCSA wishes to determine the sufficiency of the ALTCS provider networks in terms of:

- Degree to which member was given a choice in providers
- Location of the providers
- Appointment availability and wait time

End of Solicitation YH08-0038 Document